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ABSTRACT

This document presents the terms and conditions of the collective bargaining agreement between the Board of Regents of the University of Hawaii and the University of Hawaii Professional Assembly, consisting of the faculty of the University of Hawaii and the Hawaii Community Colleges. Twenty-one articles comprise this contract and cover the following areas: (1) recognition of the bargaining unit; (2) non-discrimination; (3) conditions of service; (4) tenure and service; (5) promotion; (6) negative tenure and promotion recommendations; (7) renewal of contracts during probationary period; (8) academic freedom procedure; (9) disciplinary actions; (10) faculty advisory panel; (11) personnel files; (12) grievance procedure; (13) use of university facilities; (14) rights of the university; (15) conflict; (16) entirety and modification; (17) no strike or lockout; (18) saving clause; (19) joint study committee; (20) salaries; and (21) duration of agreement. An amendment dated April 8, 1976, to Article 20, governing salary schedules, is attached. (JDS)

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AGREEMENT

BETWEEN

THE UNIVERSITY OF HAWAII

PROFESSIONAL ASSEMBLY

AND

THE UNIVERSITY OF HAWAII

MARCH 1975 to JUNE 1977

JC 760 593

UNIT 7

FACULTY OF THE UNIVERSITY OF HAWAII
AND THE COMMUNITY COLLEGES

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AGREEMENT

This Agreement is made this 18th day of March, 1975, by and between the State of Hawaii and the Board of Regents of the University of Hawaii, hereinafter called University, and the University of Hawaii Professional Assembly, hereinafter called Assembly.

ARTICLE I, RECOGNITION

The University recognizes the Assembly as the exclusive representative of Unit 7, as certified by the Hawaii Public Employment Relations Board, consisting of the Faculty of the University of Hawaii, including the Community Colleges. Members of the unit are referred hereinafter as Faculty Members or Faculty. Pronouns "he" and "his" are interchangeable with "she" and "her" unless the text clearly indicates otherwise.

ARTICLE II, NON-DISCRIMINATION

A. Neither the University nor the Assembly shall discriminate against any Faculty Member on the basis of race, color, religion, national origin, or sex.

B. Neither the University nor the Assembly shall discriminate against any Faculty Member on the basis of activity or lack of activity on behalf of the Assembly.

ARTICLE III, CONDITIONS OF SERVICE

A. Except as modified by the terms of this Agreement, the Faculty of the University of Hawaii at Manoa and of Hilo College shall retain the rights and responsibilities set forth in **Part 4: Conditions of Service,** of the Faculty Handbook for Manoa and Hilo Campus, 1973 Interim Revision, provided that:

1. Amendments and modifications officially approved by the Board of Regents after the issuance of said Handbook and prior to the execution of this Agreement shall prevail;
2. Only tenured Faculty are eligible for sabbatical leaves;
3. Maternity leave shall be governed by the provisions of applicable law;
4. Only Appendices D, H, I, S, and T of said Handbook are incorporated herein;

5. Faculty Members may receive extra compensation to teach classes in continuing education and summer session programs. The rate of compensation will be determined by the number of credit hours taught and the rank of the Faculty Member. The total number of credit hours shall be limited to six hours during the academic year. Nine-month Faculty may not teach for additional compensation in the summer session during the same period of time that they are receiving a summer research salary or other compensation for services to the University. Eleven-month Faculty may teach in the Summer session only if they are on vacation, off-duty, or on leave without pay and are not receiving a summer research salary or other compensation for services to the University. During the academic year, a Faculty Member may either teach up to six credit hours on an overload basis or take instruction for credit up to six credit hours a year, or a combination of both, provided the combined total does not exceed six credit hours in any one semester and nine credit hours for the academic year.

   During the academic year, faculty at Manoa and Hilo must be teaching at least nine credit hours or equivalent as determined by the University during a given semester to qualify for overload teaching in continuing education programs.

   Faculty may not receive extra compensation from University grants or contracts during the academic year other than for duly authorized per diem allowances while traveling.

   Prior authorization must be obtained before undertaking additional University services for additional compensation.

B. Except as modified by the terms of this Agreement, the Faculty of the Community Colleges shall retain the rights and responsibilities provided in the officially approved rules, regulations and policies of the Board of Regents which pertain to the same subject matter covered in Part 4 of the aforesaid Handbook.

   1. Sabbatical leaves shall be governed by that certain statement entitled **Sabbatical Leaves,** dated February 1, 1966, which shall apply to tenured Faculty.

   2. Faculty Members may receive extra compensation to teach classes on an overload basis in accordance with existing policies governing overload. The rate of compensation will be determined by the number of credit hours taught. The same limitations with respect to credit hours of teaching and taking of instruction set forth in Section 5 of Paragraph A above shall apply.

C. Nothing contained in this Agreement or actions pursuant thereto shall be deemed a waiver by the University or Assembly of their right to assert at any time hereafter, that the provisions of this Agreement and the subjects referred to in this Article may or may not be appropriate subjects of collective negotiations, or of their respective rights under the law.

ARTICLE IV, TENURE AND SERVICE

A. **Definitions.** As used in this part, the term:

1. "Academic tenure" means the right of Faculty Members to permanent or continuous service in the University.

2. "Probationary period" means a period of assessment of Faculty Members in ranks 2, 3, 4, and 5 in classifications I, R, A, and S, and in ranges II, III, IV, and V in the Community Colleges "C" classification.

B. **Probationary Period.**

1. **Probationary service.**

a. The probationary period begins when the Faculty Member first holds an appointment effective on or after July 1 and prior to October 2 for full-time service fully funded from the general revenues of the State of Hawaii, or from funds deemed by the University to be assured for an indefinite period.

b. The probationary period ends by the granting of tenure or the refusal of tenure by the University. During this period, the probationer does not have a claim to his position and the University, through its officers, may exercise its prerogative of non-reappointment without a statement of reasons.

c. The probationary period may be interrupted during periods when the Faculty Member does not hold a full-time contract or is on leave without pay. If he signs a contract for a position in which less than 100 per cent of the funds come from the general revenues of the State or less than 100 per cent from funds deemed by the University to be assured for an indefinite period, his probationary period may also be interrupted. However, if his probationary period has begun, and he is transferred by his administrative head to a position for which less than 100 per cent come from State funds, he shall continue to accrue probationary credit for his services.

By specific agreement in writing in advance, the Faculty Member and the University may agree that periods when the Faculty Member is on leave without pay or is serving under contract for a position for which less than 100 per cent of the funds come from State funds or from funds deemed by the University to be assured for an indefinite period will count toward the probationary period.

d. "Full-time probationary service" eligible for credit toward academic tenure must consist of teaching and/or research and/or extension and/or specialized work in the University in ranks 2, 3, 4, and 5 in the I, R, A, or S classification, or in ranges II, III, IV, and V of the C classification in the Community Colleges. In absence of agreement to the contrary, service on terminal year contract does not count as probationary service.

2. **Duration of probationary period.**

a. For personnel whose appointments are effective before July 1, 1975, the normal probationary period for ranks 4 and 5 in classifications I, R, S, and A is a maximum of two years of full-time service in these ranks at the University of Hawaii. For personnel at ranks 2 and 3 of the same classifications and for all personnel in the "C" classification the period of probation is four years in these ranks.

b. The probationary period for any Faculty Member may be lengthened, or shortened, or eliminated by specific action of the University, but in no instance may the total full-time probationary service exceed five (5) years. The University shall notify the Faculty Member, in writing, of the decision to lengthen, shorten, eliminate, or in any way alter the normal probationary period.

c. For personnel whose appointments become effective on or after July 1, 1975, the normal probationary period is five (5) probationary years while in salary classifications I2, R2, A2, S2, I3, R3, A3, S3, and C; three (3) years while in classifications I4, R4, A4, and S4; and two (2) years while in classifications I5, R5, and S5. The probationary period for any Faculty Member may be lengthened, or shortened or eliminated by specific action of the University, but in no instance may the total full-time pro-

bationary service exceed seven (7) years. The University shall notify the Faculty Member, in writing, of the decision to lengthen, shorten, eliminate or in any way alter the normal probationary period. If tenure is denied, the Faculty Member will be given a terminal one year appointment.

d. A Faculty Member who applies for promotion during the same year he is being evaluated for tenure will not be awarded tenure if he is denied promotion.

3. **Contracts during probationary period.**

a. Initial appointment to the Faculty, by contract, shall be for a period not to exceed one year. Renewal of contract during the probationary period as defined in Paragraph B2 shall be for one year terms.

b. After June 30, 1975, initial contracts in the "C" and "I" classifications usually will be effective beginning August 1 and continue through the following July 31.

If the Faculty Member is to be reappointed, he will be offered a new contract which becomes effective July 1. This contract is for one year, and subsequently will be replaced by other contracts for various terms all effective July 1, but always with the provision that the terminal year will include July, thus providing for the month otherwise lost from the initial contract (**mutatis mutandis,** if the initial contract begins earlier than August).* This final month is not accumulated vacation but is a delayed payment for the month eliminated from the initial contract in the transition from the academic to the fiscal year basis. In case the initial contract is not renewed, the original contract remains in effect through its stated term.

Initial contracts in the R, S, or A, and eleven-month appointments in the "C" classifications may begin

*Personnel appointed before July 1, 1975 whose appointments were effective on September 1 will be governed by the prior policy covering the terminal months of July and August **(mutatis mutandis).**

at any date, and usually are for a period of one year although they may be for a shorter period terminating June 30. In no case will the initial contract be for longer than one year. If the initial appointment is to be continued, the renewal contract will be effective July 1 and will replace any unexpired portion of the first contract. Persons appointed specifically on a research grant or contract will be appointed for one year or less, renewal being subject to the needs of the program and availability of funds. The beginning and ending of their annual employment contracts will coincide with anniversary dates of the research grant or contract from which they are paid.

C. **Tenure application, review and notification.**

All eligible faculty must apply for tenure by their final year of probationary service according to a timetable established and published by the University, provided previous years of probationary service have been rated as satisfactory. Following review of the application, the University, through its officers, shall notify the Faculty Member by June 30 following the date of application whether it will grant or refuse to grant tenure on the following July 1. If tenure is refused, the Faculty Member shall be offered a terminal year's contract commencing July 1. If notification of refusal of tenure is not given in writing by June 30 of the final year of probation, the Faculty Member shall receive a year's extension of probationary service with the option of reapplying for tenure during that year. Personal delivery of the notice in writing, or the mailing of the notice by certified or registered mail to the last recorded residence of the Faculty Member, on or before June 30 shall constitute an effective notification. A Faculty Member who fails to apply for tenure during the final year of probationary service shall be given a one year terminal contract commencing July 1.

D. **Effective dates for tenure and sabbatical leaves.**

1. For purposes of tenure, a full-time appointment which is effective on October 1 or prior to that will be considered as a full year of probationary service on June 30 next. Where the effective date of the initial appointment is later than October 1, the partial year will not count in the calculation of the probationary period. In such event, the probationary period will commence on August 1 following.

2. Credit toward sabbatical leave is computed in units of not less than a full semester for instructional Faculty and from the effective date of appointment in all other classifications.

E. **Tenure not applicable to certain personnel.**

University personnel who have not been on probationary status are ineligible to apply for tenure.

Personnel appointed at Rank 1 and Community College personnel at Range "I" are not awarded permanent tenure in that rank or range, provided, however, that any Community College personnel at Range "I" at the time of the execution of this Agreement may be awarded permanent tenure in that range.

Contracts for personnel covered by this section will be one year or less, with notification governed by Paragraph L of this Article.

Visiting Faculty should be appointed for not more than one year at a time, with the title "Visiting" preceding the designated rank. Visiting Faculty do not earn probationary credit at the University of Hawaii.

F. **Prior Service.**

Service with universities and other organizations before joining the University of Hawaii will not be considered in the calculation of the probationary period.

Probationary credit earned at one campus within the University of Hawaii System may be transferable to another campus provided that the probationary period at the recipient campus shall consist of at least two (2) years of eligible full-time service on that campus before a tenure appointment is made. A request for the transference of all or part of such credit shall be made by the Faculty Member to the provost or college dean at the recipient campus. Unless approved in writing prior to commencement of service at the recipient campus, such prior service will not be credited.

G. **Leaves of absence during probationary period.**

Faculty Members who have leaves of absence with or without pay during the probationary period must be aware that such leave will not necessarily be credited toward their probationary period. The Faculty Member and his provost, dean or director, with the approval of the appropriate vice-president or chancellor, should agree in writing before leave is taken whether such leave is to be credited toward the probationary period or not. In the absence of such agreement, the leave period will not be credited.

H. **Broken Service.**

Faculty Members who resign having accumulated probationary service and are subsequently reappointed to the same or another campus with a break in service of up to three (3) years will have their probationary status determined and agreed upon in writing between the Faculty

Member and the chancellor or provost before reappointment, provided that the remaining probationary period upon reappointment shall consist of at least two years of eligible full-time service. If such determination and agreement is not made in writing prior to reappointment, the prior service will not be credited. Appointees with more than three (3) years of break in service shall follow the probationary periods detailed in Paragraph B2 of this Article.

I. **Appointment to administrative duties.**

Any University of Hawaii Faculty Member holding permanent tenure who is appointed to an administrative position will retain his academic title, faculty rights and privileges, and full right to return at the termination of the administrative appointment to his academic position on a full-time basis, with the same tenure rights as others holding a similar rank.

Any Faculty Member who assumes administrative duties prior to the award of tenure shall retain his academic title, faculty rights and privileges. While serving in the administrative position he will not automatically continue to accumulate probationary credit toward tenure, but he will retain the right to return in probationary status to his academic position at the termination of the administrative appointment.

Upon return of a Faculty Member to his academic position, the Faculty Member's salary in his rank will be that which most closely corresponds with that which he would have received had he not assumed administrative duties (taking into account such increments and increases as he would have received in the interim), with such adjustments as may be equitable under the circumstances.

J. **Locus and transfer of tenure within the University of Hawaii.**

1. **Locus of tenure.** Tenure is granted at one of the campuses of the University System. At the Manoa Campus, tenure is further limited to a given college, school, or organized research or service unit. At the other campuses, distinction may be similarly made.

2. **Tenure on one campus.** Although a Faculty Member can hold joint appointments on two campuses, he shall hold tenure at only one campus at any given time. (Note: For the rules below, the University of Hawaii campus a person leaves is called Campus 1 and that he goes to is called Campus 2. These terms are general and so apply as stated if a Faculty Member returns to his original base, which then becomes Campus 2.)

3. **Immediate tenure.** Campus 2 recruiting a tenured Faculty Member from Campus 1 can grant him tenure immediately. Accepting tenure at Campus 2 automatically voids tenure at Campus 1.

4. **Transfer of tenured persons.** If immediate tenure is not granted by Campus 2, the Faculty Member may request a leave of absence from his tenured position at Campus 1 for one year; the leave may be extended one more year. If at the end of two consecutive years on leave the Faculty Member does not return to his tenured position, he loses tenure at Campus 1. Campus 2 may grant him tenure at this point. A Faculty Member from Campus 1 who is appointed to an administrative position at Campus 2 shall retain all rights on Campus 1, as provided in Paragraph I.

5. **Transfer of programs.** If a program of the University System is transferred from one campus to another, Faculty Members engaged in the program shall have the right of first refusal to appointment to Campus 2. Faculty Members who elect to transfer retain their tenure or probationary credit towards tenure, as well as their rank or range. If they do not wish to transfer, Campus 1 shall endeavor to find an appropriate appointment on its campus or on other campuses of the University System. If Campus 1 finds that no appropriate position exists, it may terminate the tenured Faculty Member's appointment, with notice given to the Faculty Member not less than twelve (12) months before termination or in lieu thereof with severance pay equal to twelve (12) months salary; or, as an alternative to the foregoing and at the request of the Faculty Member, place him on leave without pay for a period of up to two years. If Campus 1 finds an appropriate position while the Faculty Member is on leave without pay, he shall be offered employment in such position. An offer of employment must be accepted within fifteen (15) days after the date of receipt of the offer. If the offer is not accepted, Campus 1 has no further obligation to find an appropriate position for the Faculty Member.

   As of the date of the execution of this Agreement, the University has no plans or intentions to transfer any programs from one campus to another.

K. **Tenure evaluation procedures.**

1. **Criteria for evaluating tenure applications.** The recommendation for or against tenure shall be initiated in the Faculty Member's academic department or academic division. The department's or division's recommendations for tenure must be made after considering the candidate's teaching ability from proper sources of assessment, his research ability as judged from publications if applicable, his present and future value in the department, his relationships with faculty and

students, and his service to the community. The general reasons for recommending tenure are that the candidate is and will continue to be an efficient and productive member of the department in terms of the criteria established for that department.

2. **Procedures for evaluating tenure applications.** The application for tenure is prepared by the candidate, in consultation with his department or division chairman if requested by the candidate, and will cover the criteria described above. The application is then passed to the departmental or divisional personnel committee who will include their recommendations and transmit the dossier to the chairman (or director), who will also consider the evidence and make a recommendation.

   At Manoa, the dossier is forwarded to the dean (or director) and the College or School Personnel Committee before transmittal with recommendations to the chancellor and the Campus Faculty Personnel Committee (CFPC).

   At Hilo College, the dossier with recommendations is transmitted from the discipline and chairman of the discipline to the dean and CFPC. The CFPC will report its findings to the dean who will submit his recommendation with the dossier to the chancellor.

   At Community Colleges, the dossier is transmitted from the division or department to the dean and CFPC. The CFPC and dean will report their findings to the provost, who will submit his recommendation with the dossier to the chancellor.

   The chancellors will submit their recommendations with the dossiers to the President.

   The University will notify the Faculty Member of its decision in accordance with Paragraph C of this Article.

3. **Campus Faculty Personnel Committees.** The purpose of the Campus Faculty Personnel Committees is to ascertain that proper procedures are followed and that pertinent information has been considered in assessing each Faculty Member who applies for tenure. If there is evidence of a deficiency in either respect, the committee may return the dossier to the appropriate place for reconsideration. The CFPC will submit its recommendation to the respective campus head.

   The CFPC on each campus shall consist of tenured faculty. At Manoa, the CFPC shall consist of Faculty Members in Rank 5, including one representative and one alternate from each school and college. Additionally, each school or college with more than 100 FTE faculty shall elect one additional member

and alternate for each 100 FTE or part thereof. Organized Research units at Manoa, institutes and laboratories reporting to the dean of the Graduate Division, the Marine Program, and research and service units reporting directly to the Manoa Chancellor will be combined and treated as one college. Library Services, the Graduate School of Library Studies, Office of Student Affairs and other Faculty Members at Manoa who are not in a school or college will be combined and treated as one college. The School of Travel Industry Management will be treated as part of the College of Business Administration.

At the Community Colleges, the CFPC shall consist of one representative and one alternate from each division and three at large.

At Hilo College, the CFPC shall consist of six (6) representatives elected at large.

Campus Faculty Personnel Committees shall be selected from eligible Faculty Members on each campus by secret ballot vote of Faculty Members. At Manoa, election shall be by colleges. The members of the CFPC shall be elected for a two-year term with approximately one-half of the members being elected each year at an election held late in the Spring. No member shall be eligible for re-election for three years after completion of his term of office. The chairman of a Campus Faculty Personnel Committee shall be elected by the committee. The alternate may attend meetings and may vote in the absence of the principal member. The college alternate will normally be the next college representative, thereby assuring continuity.

4. The procedures provided in this section shall apply to the tenure review process beginning with the academic year 1975-76.

L. **Notice of resignation and non-renewal of limited term contracts.**

Because it is especially difficult for this University to replace Faculty Members on short notice, good professional practice requires that a Member who expects to resign should give notice of his intention well in advance. Similarly early notification will be given to Faculty Members on limited term contracts when it is the intent of the University not to renew the contract.

M. **Termination of tenure.**

Tenure may be terminated only for proper cause, as provided in Article IX hereof; retirement; and demonstrably **bona fide** financial exigencies.

ARTICLE V, PROMOTION

A. **Criteria for Promotion.**

Criteria for promotion shall relate to the candidate's accomplishments in teaching, research and community service if he is in an instructional category, or other appropriate activities for those Faculty not engaged in instruction. Criteria shall be established in writing, and be made available to the Faculty concerned.

A member of the Faculty classified as Rank 2 (instructor, junior researcher, etc.) or above, will be considered for promotion (1) during the year in which he is serving his seventh year of creditable service at the University of Hawaii in his present rank, or (2) during the first year in which his salary has reached the top step of the regular schedule for his rank, or any higher special step, and he has also completed at least three years of creditable service in that rank at the University.

Additionally, any Faculty Member may be considered for promotion at his own request, that of his department chairman, his dean, or the chancellor. He may also request deferment of consideration for promotion.

B. **Procedures for Recommending Promotion.**

The initial application is prepared by the candidate, in consultation with his department chairman if requested by the candidate, and will cover the criteria described above. The dossier is then passed to the departmental personnel committee who will include its recommendation and transmit the dossier to the chairman, who will also consider the evidence and make a recommendation.

At Manoa, the dossier is forwarded to the dean or director and the College or School Personnel Committee before transmittal with recommendations to the chancellor and the Campus Faculty Personnel Committee (CFPC).

The purpose of the Campus Faculty Personnel Committee is to ascertain that proper procedures are followed and that pertinent information has been considered in assessing each Faculty Member who applies for promotion. If there is evidence of a deficiency in either respect, the committee may return the dossier to the appropriate place for reconsideration. The CFPC will submit its recommendation to the respective campus head.

At Hilo College, the dossier with recommendations is transmitted from the discipline and chairman of the discipline to the dean and CFPC. The CFPC will report its findings to the dean who will submit his recommendation with the dossier to the chancellor.

The chancellors will submit their recommendations with the dossiers to the President.

The University will notify the Faculty Member of its decision in writing normally no later than June 30. The promotion, if granted, will be effective as of July 1, even if the decision and notification are made after June 30.

When a member of the Faculty has been considered for promotion for any reason before reaching top of rank but has not been promoted, he will be considered again when he does reach the top of his rank. A member of the Faculty at top of rank, who has been considered but not promoted, does not again automatically come up for consideration. Any Faculty Member, however, may be recommended or self-recommended for promotion in any year.

As used in this Article, the term "top of rank" refers to Step 8 of the salary schedule.

C. The procedures provided in this Article shall apply to the promotion review process beginning with the academic year 1975-76.

ARTICLE VI, NEGATIVE TENURE AND PROMOTION RECOMMENDATIONS

A. In the promotion and tenure evaluation process, the campus head (chancellor, provost, dean of Hilo College) will notify each Faculty Member whose dossier, when it reaches the office of the campus head, contains a negative recommendation with respect to his promotion or tenure application.

B. When a Faculty Member receives such notice from the campus head, the Faculty Member may, within five (5) calendar days after receiving such notice, inform the campus head in writing that he would like to examine the dossier.

C. Upon receiving the request, the campus head or his designee shall provide the Faculty Member an opportunity to examine the dossier within five (5) calendar days.

D. The Faculty Member may within five (5) calendar days after examining the dossier, submit written comments and additional material to the campus head for transmission to the CFPC.

E. The Campus Faculty Personnel Committee will consider the comments and additional material submitted by the Faculty Member and incorporate these together with its recommendation in the dossier. The campus head will, after reviewing the dossier and recommendation of the CFPC, forward his recommendation and dossier in accordance with Articles IV (Tenure) and V (Promotion).

F. The procedures provided in Paragraphs A through E of this Article shall be applicable beginning with the academic year 1975-76.

G. The Faculty Member will be notified of the University's decision in accordance with Articles IV and V. If he is dissatisfied with the decision, he may file a grievance at Step 2 of the Grievance Procedure (Article XII) within twenty (20) days of the receipt of the decision.

H. **Transition.**

With respect to the tenure evaluation process for the academic year 1974-75, the campus head shall notify each Faculty Member whose dossier contains a negative tenure recommendation when it reached his office. The Faculty Member shall have seven (7) calendar days within which to examine his dossier and to submit any written comments or additional materials, if he chooses to do so. The Manoa chancellor shall review the case and submit his recommendation to the President. The other campus heads shall submit their recommendations to the appropriate chancellors who shall in turn submit their recommendations to the President.

ARTICLE VII, RENEWAL OF CONTRACTS DURING PROBATIONARY PERIOD

A. **General.**

Renewal of contract during the probationary period shall not exceed one year terms. Recommendations for renewal shall require that the Faculty Member's performance has been rated as satisfactory, that there is a continuing need for his services at the University, and that he has made the professional improvement or has demonstrated the professional and personal qualities needed by his department, or similar considerations.

B. **Procedures.**

The reappointment recommendation form is initiated by the department chairman. The form is passed to the departmental personnel committee which will include its recommendation with the form and transmit the material to the chairman who will make his recommendation. The chairman will then show the recommendations to the Faculty Member concerned before forwarding same.

At Manoa, the form and recommendations are forwarded to the dean, or director.

At Hilo College, the material is transmitted from the discipline and chairman to the dean.

At Community Colleges, the form and recommendations are transmitted to the appropriate dean and provost.

Written notification of intent to terminate an appointment at the end of the initial year shall be given by the University to a probationary Faculty Member by February 1 of that year, or in the case of a mid-year appointment by May 1. Written notification to terminate an appointment at the end of the second year shall be given by December 15 of that year. After two or more full-time probationary years, at least twelve months notice of termination will be given. If notification of termination is not given by the dates defined above, the Faculty Member will be given a one year terminal contract commencing on the following July 1st.

ARTICLE VIII, ACADEMIC FREEDOM PROCEDURE

A. **Procedure.**

1. When a Faculty Member believes that his academic freedom is threatened by the possible violation of the provision concerning academic freedom incorporated in this Agreement, he may discuss the matter with his department chairman or the appropriate administrative officer.

2. If a satisfactory adjustment of the matter does not result, the Faculty Member may present his case, confidentially and orally, to the Faculty Advisory Committee on Academic Freedom, which will then informally inquire into the situation to determine whether there is a probable violation of the provision on academic freedom, and attempt to effect an adjustment.

3. If the committee concludes that academic freedom is in jeopardy by the probable violation of the provision on academic freedom, and that no adjustment can be effected, it will then request a written statement from the complaining Faculty Member and proceed to collect all factual materials available relating to the case.

4. After consideration of these materials, the committee will make a recommendation to the appropriate administrative officer, with a copy to the appropriate chancellor.

5. If the administrative officer takes action which does not satisfy the Faculty Member, and the Faculty Member believes the action violates the provision on academic freedom, he may file a grievance at Step 2 of the Grievance Procedure (Article XII).

B. **Advisory Committee on Academic Freedom.**

The Faculty Advisory Committee on Academic Freedom shall consist of five (5) members appointed from the Faculty Advisory Panel established pursuant to Article X of this agreement. If the Faculty Member whose case is to be reviewed is from the Faculty of a Community College, a majority of the committee shall be from the Community Colleges. If the Faculty Member is from the Faculty of a four-year campus, a majority of the committee shall be from that campus. At least two committee members shall be from the school or college of the Faculty Member.

ARTICLE IX, DISCIPLINARY ACTIONS

A. **General.**

The University shall not suspend or discharge for disciplinary reasons, or take other disciplinary action against a Faculty Member, except for proper cause.

B. **Suspension and Discharge.**

1. If an administrative official believes that there is probable cause for the suspension or discharge of a Faculty Member, he shall make a statement in writing of the grounds and have such statement served upon the Faculty Member in person or by registered or certified mail to the Faculty Member's address of record. A copy of such statement shall also be sent to the Assembly.

2. The Faculty Member may file an answer to the statement with the President within fifteen (15) calendar days. If the Faculty Member fails to answer within fifteen (15) calendar days, the University may proceed with the suspension or discharge, and such action shall be final and binding.

3. If the Faculty Member files an answer and disagrees with the statement, then the President shall appoint a disciplinary advisory committee to be composed in the manner described below. The purpose of the committee is to conduct an informal investigation of the matter and to advise the President whether or not the Faculty Member should be suspended or discharged. The investigation shall include an opportunity for the Faculty Member to present his case on the matter to the committee.

   The President shall appoint a committee of five (5) members from the Faculty Advisory Panel established pursuant to Article X of this Agreement. If the Faculty Member is from the Faculty of a Community College, a majority of the committee shall be from the Community Colleges. If the Faculty

Member is from the Faculty of a four-year campus, a majority of the committee shall be from that campus. At least two committee members shall be from the school or college of the Faculty Member. The President shall also appoint two administrative personnel to work with the committee.

The investigation shall be conducted with the utmost discretion. The committee shall proceed in an expeditious manner and conclude its investigation within forty-five (45) calendar days after the matter has been referred to it, and file a report with the President. Additionally, members of the committee may file individual reports with the President.

4. If, at the conclusion of the investigation, the President decides to proceed with the suspension or discharge of the Faculty Member, he shall so notify the Faculty Member in writing and have such notice served upon the Faculty Member in person or by registered or certified mail. A copy shall also be sent to the Assembly.

   The Faculty Member or the Assembly may then file a grievance at Step 3 of the Grievance Procedure, within fifteen (15) calendar days of the service of the decision of the President. If a grievance is not filed within fifteen (15) calendar days, the President may proceed with the suspension or discharge, and such action shall be final and binding.

5. **Suspension.** The Faculty Member shall not be suspended during the foregoing proceedings, including the grievance procedure, unless immediate harm to himself or others is threatened by his continuance; if the latter condition exists, the suspension shall be with pay.

C. **Other Disciplinary Actions.**

Other disciplinary actions which do not involve suspension or discharge may be the subject of a grievance at Step 1 of the Grievance Procedure.

ARTICLE X, FACULTY ADVISORY PANEL

A. A University-wide faculty advisory panel shall be elected by the Faculty to provide a resource of experienced Faculty to which the President of the University may look for assistance and advice with respect to personnel matters involving complaints from or about Faculty Members.

B. All tenured full-time Faculty at Rank 5 in the four-year campuses, and the one-fourth of the tenured full-time Faculty in each community college with the longest periods of continuous service in that college

shall be automatically candidates for election to the panel. Other tenured full-time Faculty Members may be nominated by petition of twenty (20) Faculty Members.

C. Members shall serve for three (3) years. When an elected member of the panel ceases to be a full-time Faculty Member he is automatically excluded from participation until returned to full-time duty.

D. Election to the panel shall be by school or college as follows:

1. Each school or college shall have a minimum of five (5) representatives and one alternate. If there are fewer than five (5) tenured Faculty, all shall serve on the panel.

2. Any school or college shall elect one (1) additional panel member for each 50 FTE faculty in excess of 50.

3. Hawaii Community College and Hilo College shall have separate representation on the panel. Faculty Members at the University of Hawaii at Hilo who are not assigned to a college shall be considered in the representation of Hawaii Community College or Hilo College respectively according to their classification. Organized Research units at Manoa will be combined and treated as a college for representation purposes. Faculty Members at Manoa who are not in a school or college shall be aggregated and elect representatives in accordance with the FTE criteria stated above. Likewise, Faculty Members within the Community College system who are not assigned to one of the colleges shall be aggregated and elect representatives in accordance with the FTE criteria stated above.

ARTICLE XI, PERSONNEL FILES

A. An official personnel file shall be maintained for each Faculty Member. For the University of Hawaii at Manoa, the official personnel file shall be maintained in the University Faculty Records Office. For the University of Hawaii at Hilo, the official personnel file shall be maintained in the Office of the Chancellor. For the Community Colleges, except Hawaii Community College, the official personnel file shall be maintained at the respective college.

B. The Faculty Member, upon request, shall be permitted to examine the official personnel files referred to in this Article during normal business hours, in the presence of a representative of the University, provided, however, any letters of recommendation solicited in connection with his initial employment, and subsequent statements of reference marked confidential, shall not be available to that Faculty Member.

C. A Faculty Member shall have the right to submit written additions or responses to the material contained in his official personnel files. He may submit information relating to his academic and professional accomplishments for inclusion in his official personnel files. No anonymous material shall be placed in the official personnel files.

D. Derogatory material in the official personnel files concerning a Faculty Member shall be destroyed five (5) years after being placed therein. Materials relating to professional performance and employment status shall not be destroyed.

E. Upon the request of the Faculty Member, he shall be given a copy of any material in the official personnel files intended for use in connection with a grievance involving him.

F. Effective September 1, 1975, the personnel files on Faculty Members in the offices of department chairmen and college deans shall be deemed to be official personnel files, in addition to the official personnel file referred to in Paragraph A above. This provision shall also apply to the personnel files in the offices of the division chairmen in the Community Colleges, the discipline chairmen and Dean at Hilo College, and the Provost at Hawaii Community College.

ARTICLE XII, GRIEVANCE PROCEDURE

A. **Definition.**

A grievance is a complaint by a Faculty Member or the Assembly concerning the interpretation and application of the express terms of this Agreement.

B. **Procedures.**

1. Any information pertaining to the grievance in the possession of the University needed by the grievant or the Assembly in behalf of the grievant to investigate and process a grievance shall be provided to them on request within seven (7) working days.

2. **General.** Faculty are encouraged to work out grievances with their immediate superiors on an informal basis, without resort to the formal grievance procedure, whenever possible. If it is not possible to resolve the grievance informally, and the Faculty Member desires to pursue the matter, the following procedures shall apply.

3. **Requirements for Filing a Formal Grievance.** A grievance must be submitted in writing and shall contain (1) a statement

of the facts concerning the grievance, (2) the specific provision of this Agreement alleged to have been violated, (3) the relief requested, and (4) whether the Faculty Member attempted an informal adjustment of the grievance and if so, with whom.

The Faculty Member may request the assistance and representation of the Assembly in the grievance procedure. Alternatively, the Faculty Member may file a grievance and have his grievance heard without intervention of the Assembly, provided the Assembly is afforded an opportunity to be present at the conference(s) with the grievant in which case a copy of the grievance shall be furnished to the Assembly. Any adjustment made shall not be inconsistent with the terms of this Agreement.

A grievance must be filed within twenty (20) calendar days of the date following the alleged violation giving rise thereto, or the date on which the Faculty Member first knew or reasonably should have known of such alleged violation, whichever date is later. There shall be no obligation by the University to consider any grievance not filed within the specified time limit and in accordance with the specific procedure stated in each step.

4. **Formal Grievance Procedure.**

Step 1. A grievance shall be filed at Step 1 with (a) the appropriate school or college dean or provost; or (b) such directors as may be designated by the chancellors or vice presidents with respect to other administrative or program units. The dean, provost, or director shall schedule a grievance meeting with the grievant and/or his designated representative within ten (10) calendar days of the filing of the grievance. A response in writing shall be issued to the grievant within ten (10) calendar days after the close of the meeting.

Step 2. If the response at Step 1 does not resolve the grievance, the grievant may appeal the Step 1 response by filing an appeal with the chancellor, appropriate vice president, their successors in office or their respective designees (herein all referred to as chancellor) within ten (10) calendar days after receipt of the Step 1 response. Such appeal shall be in writing and shall specify the reasons for the appeal. The chancellor need not consider any grievance in Step 2 which encompasses different alleged violations or charges than those presented in Step 1. The chancellor shall schedule a grievance meeting with the grievant and/or his designated representative within fifteen (15) calendar days after receipt of the

appeal and shall issue a decision in writing to the grievant within fifteen (15) calendar days after the close of the meeting.

If a class grievance involves more than one school or college dean or provost reporting to the same chancellor or vice president, that grievance may be filed initially at Step 2.

Step 3. If the response at Step 2 dods not resolve the grievance, the grievant may appeal the Step 2 response by filing an appeal with the President of the University or his designee within fifteen (15) calendar days after receipt of the Step 2 response. Such appeal shall be in writing and shall specify the reasons for the appeal. The President need not consider any grievance in Step 3 which encompasses different alleged violations or charges than those presented in Step 2. The President or his designee shall schedule a grievance meeting with the grievant and/or his designated representative within fifteen (15) calendar days after receipt of the appeal and shall render a response in writing to the grievant within twenty (20) calendar days after the close of the meeting.

If a class grievance involves more than one chancellor or vice President, the grievance may be filed initially at Step 3.

Step 4. Arbitration. If the grievance has not been settled at Step 3, then within fifteen (15) calendar days after the receipt of the written decision of the President or his designee, the Assembly may request arbitration by giving written notice to that effect, in person or by registered or certified mail, directed to the President or his designee.

Representatives of the parties shall attempt to select an Arbitrator immediately thereafter.

If agreement on an Arbitrator is not reached within fifteen (15) calendar days after the request for arbitration is submitted, either party may request the Hawaii Public Employment Relations Board to submit a list of five (5) Arbitrators. Selection of an Arbitrator shall be made by each party alternately deleting one (1) name at a time from the list. The first party to delete a name shall be determined by lot. The person whose name remains on the list shall be designated the Arbitrator.

No grievance may be arbitrated unless it involves an alleged violation of a specific term or provision of the Agreement. The Arbitrator shall not consider any new alleged violations or charges than those presented initially.

If the University disputes the arbitrability of any grievance, the Arbitrator shall first determine whether he has jurisdiction

to act; and if he finds that he has no such power, the grievance shall be referred back to the parties without decision or recommendation on its merits.

The Arbitrator shall render his award in writing, nc later than thirty (30) calendar days after the conclusion of the hearings or if oral hearings are waived then thirty (30) calendar days from the date statements and proofs were submitted to the Arbitrator.

The decision of the Arbitrator shall be final and binding upon the Assembly, its members, the Faculty Member(s) involved in the grievance, and the University. There shall be no appeal from the Arbitrator's decision by either party, if such decision is within the scope of the Arbitrator's authority as described below:

a. The Arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His award must be consistent with the terms of this Agreement.

b. In any grievance involving the employment status of a Faculty Member, the Arbitrator shall not substitute his judgment for that of the official making such judgment unless he determines that the decision of the official is arbitrary or capricious.

c. When the Arbitrator finds that any disciplinary action was improper, he may set aside, reduce, or otherwise modify the action, and may award back pay to compensate wholly or partially, for any salary lost.

The fees of the Arbitrator, the cost of transcription and othe necessary general costs, shall be shared equally by the University and the Assembly. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.

ARTICLE XiII, USE OF UNIVERSITY FACILITIES

A. Duly certified staff representatives of the Assembly shall be permitted on University premises at all reasonable hours for the purpose of conducting official Assembly business such as investigating complaints and grievances that have arisen and to ascertain whether or not the Agreement is being properly administered. The Assembly agrees that such visitation rights shall be exercised reasonably and also shall not interfere with the normal operations of the University.

The Assembly shall provide the University with a list of duly certified Assembly representatives and maintain that list's currency.

B. The Assembly may use the University's meeting facilities for Assembly meetings upon request to the University, subject to the University's policies and procedures.

C. The Assembly shall be permitted to use the University mail services for the purposes of intra-campus distribution, subject to the University's policies and procedures.

D. The Assembly may use audio-visual equipment in connection with official Assembly meetings, provided that the equipment requested is not otherwise in use, and provided that the Assembly shall reimburse the University the normal charges for the use and services connected with the use of such equipment.

E. The Assembly may use duplicating machines of the University on the following basis:

1. The Assembly shall be assigned one auditron for use at one machine on each campus to be designated by the University. The Assembly shall reimburse the University for the normal charges connected therewith;

2. On those campuses where the machines are not equipped for operation with auditrons, the Assembly may make reasonable use of a comparable machine to be designated by the University, upon request and when the machine is not otherwise in use. The Assembly shall reimburse the University for the use of such machine at the same rate as the Assembly would for the use of the auditron-equipped machine on the Manoa Campus.

3. In addition to the machines authorized in subparagraphs 1 and 2, the Assembly may make reasonable use of other duplicating machines at one location on the Manoa Campus to be designated by the University in accordance with the policies and procedures applicable to the use of the machines at that location, and shall reimburse the University on the basis of the rates applicable to those machines.

4. The use by the Assembly of the machines authorized herein shall not interfere with or interrupt normal University operations.

F. The Assembly may post bulletins and notices on official bulletin boards pertaining to official Assembly business. All such postings shall be made over the signature of a certified Assembly representative, who shall

furnish copies of all postings to the University at the time of posting, for the information of the University.

ARTICLE XIV, RIGHTS OF THE UNIVERSITY

The University reserves and retains, solely and exclusively, all management rights, powers, and authority, including the right of management to manage, control, and direct its personnel and operations except those as may be modified under this Agreement.

ARTICLE XV, CONFLICT

If there is any conflict between the provisions of this Agreement and any rules, regulations, and policies of the University, the terms of this Agreement shall prevail.

ARTICLE XVI, ENTIRETY AND MODIFICATION

This document contains the entire Agreement of the parties. No provision or term of this agreement may be amended, modified, changed, altered, or waived, except by written document executed by the parties hereto.

ARTICLE XVII, NO STRIKE OR LOCKOUT

A. The Assembly, its representatives, and Faculty Members will not authorize, instigate, incite, aid or engage in any work stoppage, slowdown, sick out, picketing or strike against the University.

B. The University agrees that during the life of this Agreement there will be no lockout.

ARTICLE XVIII, SAVING CLAUSE

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction or by the Hawaii Public Employment Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect. The parties will meet not later than thirty (30) days after any such holding for the purpose of renegotiating the provisions affected.

ARTICLE XIX, JOINT STUDY COMMITTEE

A joint study committee will be established after the execution of this Agreement.

1. The committee will consist of not more than eight (8) members, with up to four (4) to be appointed by the Assembly, and up to four (4) by the University. The parties may appoint alternate members.

2. The function of the committee will be to identify problem areas and explore possible solutions with respect to subjects which may be appropriate for collective negotiations, without determining whether or not any subject is a mandatory subject for negotiations.

3. The committee is not authorized to make any commitments on behalf of the University or Assembly, nor to negotiate any changes in terms and conditions of employment.

4. The committee will meet at mutually convenient times, with sufficient frequency to review the principal problem areas before the period designated in Article XXI for the reopening of this Agreement.

ARTICLE XX, SALARIES

A. **Salary Schedules.**

Subject to the approval of the Legislature of the State of Hawaii, University of Hawaii Salary Schedule A, Manoa and Hilo Campuses, and Salary Schedule C, Community Colleges (which were approved by the Board of Regents on June 10, 1970 and modified on July 14, 1972, and which were in effect on the date of this Agreement) shall be adjusted in the manner set forth below and in accordance with the salary schedules attached hereto.

1. Salary Schedule A-1 and Salary Schedule C-1 shall be established and become effective as of November 1, 1974, by increasing each step in each rank and range of Salary Schedules A and C by $948 on an annual basis or $79 on a monthly basis with respect to 9-month Faculty and by $1104 on an annual basis or $92 on a monthly basis with respect to 11-month Faculty.

    a. Except as provided below, all eligible Faculty whose salaries are paid on the basis of a particular range and step of Salary Schedules A and C shall be placed on the corresponding range and step of the new Salary Schedules A-1 and C-1 respectively, as of the effective date provided above.

Faculty whose base salaries are off-step or over-schedule shall receive the same salary increase as provided above.

b. Faculty whose salaries are funded from sources other than the general revenues of the State of Hawaii shall be placed on the corresponding range and step of the new salary schedules upon the effective date provided that the particular contract, grant, special or other fund or account has funds available to pay for the increase, and the utilization of the funds for that purpose does not violate the terms of the particular contract, grant, special or other funds. If funds are not available to provide the increases on the effective date specified above, then the increases shall be implemented when funds become available. If there is a dispute between a Faculty Member and an administrative official as to whether funds are available, the dispute shall be referred to the Vice President for Business Affairs for resolution.

2. Salary Schedule A-2 and Salary Schedule C-2 shall become effective as of March 1, 1975, providing for a salary increase of 6 per cent above Salary Schedules A-1 and C-1.

a. Except as provided below, all eligible Faculty paid on the basis of Salary Schedules A-1 and C-1, as of February 28, 1975, shall be paid on the basis of the corresponding range and step on Salary Schedules A-2 and C-2 respectively, effective March 1, 1975.

Faculty whose base salaries are off-step or over-schedule shall receive a salary increase of the same percentage provided above.

b. The provisions of subsection 1-b above shall apply to faculty whose salaries are funded from sources other than the general revenues of the State of Hawaii.

3. Salary Schedule A-3 and Salary Schedule C-3 shall become effective on July 1, 1975, providing for a salary increase of 7½ per cent above Salary Schedules A-2 and C-2.

a. Except as provided below, all eligible Faculty paid on the basis of Salary Schedules A-2 and C-2, as of June 30, 1975, shall be paid on the basis of the corresponding range and step on Salary Schedules A-3 and C-3 respectively, effective July 1, 1975.

Faculty whose base salaries are off-step or over-schedule shall receive a salary increase of the same percentage provided above.

b. The provisions of subsection 1-b above shall apply to faculty whose salaries are funded from sources other than the general revenues of the State of Hawaii.

c. **Salary Increments.**

Faculty shall receive salary increments as of July 1, 1975 in accordance with the following provisions:

(1) Personnel paid on the basis of the salary schedules in the "A" series shall receive an increment by being placed on the next higher step on July 1 after

(a) at least one academic semester for 9-month personnel, or six full months of service for 11-month personnel immediately prior to July 1, in steps 1 through 7, or

(b) two years of service in steps 8, A, B, C, if specifically recommended by the department chairman and dean.

(2) Personnel paid on the basis of the salary schedules in the "C" series shall receive an increment by being placed on the next higher step on July 1 after at least one academic semester for 9-month personnel, or six full months of service for 11-month personnel immediately prior to July 1.

(3) In no case may an individual who has not been rated as satisfactory receive a salary increment. Personnel who will terminate their services with the University before September 1, 1975 will not be eligible to receive increments.

B. **Law School, Medical School.**

Eligible Faculty of the School of Law and eligible Faculty with professional degrees in the clinical disciplines in the School of Medicine

shall receive salary increases in the same amounts and of the same percentages as the general salary increases provided in this Article for the respective pay periods.

C. **Eligibility.**

Faculty who have not terminated their employment with the University as of the date of execution of this Agreement shall be eligible for the salary increases provided herein.

D. The retroactive salary increases provided for in this Article shall be disbursed with due consideration to the availability of the State's cash resources but in no event shall payments extend beyond September 30, 1975.

UNIVERSITY OF HAWAII
FEE SCHEDULE FOR LECTURERS

Effective September 1, 1975, lecturers and resident instructional personnel for the Continuing Education and Summer Session programs and the Community Colleges (abbreviated "C"), shall be paid on a credit hour basis, in accordance with the following rates. In the case of lecturers who do not carry a University classification or academic rank, an equivalence basis shall be used.

Classification Grade	Rate Per Credit Hour	
	Prior Sept. 1, 1975*	Effective Sept. 1, 1975
I, R, S, A-2, C	$280	$320
I, R, S, A-3	350	390
I, R, S, A-4	420	460
I, R, S-5	490	530

Fees shall be paid on the basis of the policies and rates in effect on the campus where the course is taught.

*This rate shall apply to all courses which commence before September 1, 1975.

UNIVERSITY OF HAWAII SALARY SCHEDULE A-1
MANOA AND HILO CAMPUSES

GROUP I (9-Month Instructional Personnel)

EFFECTIVE: November 1, 1974

STEP	1	2	3	4	5	6	7	8	A	B	C	D
RANK 2	8544	8844	9156	9480	9816	10176	10548	10932	11328	11748	12180	12624
RANK 3	10548	10932	11328	11748	12180	12624	13092	13572	14076	14604	15156	15720
RANK 4	13572	14076	14604	15156	15720	16308	16920	17556	18216	18912	19632	20376
RANK 5	17556	18216	18912	19632	20376	21156	21960	22800	23676	24588	25536	26520

GROUP II (11-Month Instructional, Research and Specialist Personnel)

EFFECTIVE: November 1, 1974

STEP	1	2	3	4	5	6	7	8	A	B	C	D
RANK 2	9972	10332	10704	11088	11484	11904	12336	12780	13248	13728	14232	14760
RANK 3	12336	12780	13248	13728	14232	14760	15312	15876	16464	17076	17712	18372
RANK 4	15876	16464	17076	17712	18372	19068	19788	20532	21312	22116	22956	23832
RANK 5	20532	21312	22116	22956	23832	24744	25692	26676	27696	28764	29868	31020

UNIVERSITY OF HAWAII SALARY SCHEDULE A-1
MANOA AND HILO CAMPUSES

GROUP III (11-Month County Extension Agents and County Home Economists)

EFFECTIVE: November 1, 1974

STEP	1	2	3	4	5	6	7	8	A	B	C	D
RANK 1	7860	8136	8412	8700	9000	9312	9636	9972	10332	10704	11088	11484
RANK 2	8700	9000	9312	9636	9972	10332	10704	11088	11484	11904	12336	12780
RANK 3	10704	11088	11484	11904	12336	12780	13248	13728	14232	14760	15312	15876
RANK 4	12780	13248	13728	14232	14760	15312	15876	16464	17076	17712	18372	19068

UNIVERSITY OF HAWAII SALARY SCHEDULE C-1
COMMUNITY COLLEGES

GROUP I (9-Month Personnel)

EFFECTIVE: November 1, 1974

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RANGE 1	8544	8844	9156	9480	9816	10176	10548	10932	11328	11748	12180	12624	13092	13572	14076
RANGE 2	9156	9480	9816	10176	10548	10932	11328	11748	12180	12624	13092	13572	14076	14604	15156
RANGE 3	9816	10175	10548	10932	11328	11748	12180	12624	13092	13572	14076	14604	15156	15720	16308
RANGE 4	10548	10932	11328	11748	12180	12624	13092	13572	14076	14604	15156	15720	16308	16920	17556
RANGE 5	11328	11748	12180	12624	13092	13572	14076	14604	15156	15720	16308	16920	17556	18216	18912

GROUP II (11-Month Personnel)

EFFECTIVE: November 1, 1974

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RANGE 1	9972	10332	10704	11088	11484	11904	12336	12780	13248	13728	14232	14760	15312	15876	16464
RANGE 2	10704	11088	11484	11904	12336	12780	13248	13728	14232	14760	15312	15876	16464	17076	17712
RANGE 3	11484	11904	12336	12780	13248	13728	14232	14760	15312	15876	16464	17076	17712	18372	19068
RANGE 4	12336	12780	13248	13728	14232	14760	15312	15876	16464	17076	17712	18372	19068	19788	20532
RANGE 5	13248	13728	14232	14760	15312	15876	16464	17076	17712	18372	19068	19788	20532	21312	22116

UNIVERSITY OF HAWAII SALARY SCHEDULE A-2
MANOA AND HILO CAMPUSES

GROUP I (9-Month Instructional Personnel)

EFFECTIVE: March 1, 1975

STEP	1	2	3	4	5	6	7	8	A	B	C	D
RANK 2	9060	9372	9708	10044	10404	10788	11184	11592	12012	12456	12912	13380
RANK 3	11184	11592	12012	12456	12912	13380	13872	14388	14916	15480	16068	16668
RANK 4	14388	14916	15480	16068	16668	17292	17940	18612	19308	20052	20808	21600
RANK 5	18612	19308	20052	20808	21600	22428	23280	24168	25092	26064	27072	28116

GROUP II (11-Month Instructional, Research and Specialist Personnel)

EFFECTIVE: March 1, 1975

STEP	1	2	3	4	5	6	7	8	A	B	C	D
RANK 2	10572	10956	11352	11748	12168	12624	13080	13548	14040	14556	15084	15648
RANK 3	13080	13548	14040	14556	15084	15648	16236	16824	17448	18096	18780	19476
RANK 4	16824	17448	18096	18780	19476	20208	20976	21768	22596	23448	24336	25260
RANK 5	21768	22596	23448	24336	25260	26232	27228	28272	29352	30492	31656	32880

UNIVERSITY OF HAWAII SALARY SCHEDULE A-2
MANOA AND HILO CAMPUSES

GROUP II (11-Month County Extension Agents and County Home Economists)

EFFECTIVE: March 1, 1975

STEP	1	2	3	4	5	6	7	8	A	B	C	D
RANK 1	8328	8628	8916	9228	9540	9876	10212	10572	10956	11352	11748	12168
RANK 2	9228	9540	9876	10212	10572	10956	11352	11748	12168	12624	13080	13548
RANK 3	11352	11748	12168	12624	13080	13548	14040	14556	15084	15648	16236	16824
RANK 4	13548	14040	14556	15084	15648	16236	16824	17448	18096	18780	19476	20208

UNIVERSITY OF HAWAII SALARY SCHEDULE C-2
COMMUNITY COLLEGES

GROUP I (9-Month Personnel)

EFFECTIVE: March 1, 1975

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RANGE 1	9060	9372	9708	10044	10404	10788	11184	11592	12012	12456	12912	13380	13872	14388	14916
RANGE 2	9708	10044	10404	10788	11184	11592	12012	12456	12912	13380	13872	14388	14916	15480	16068
RANGE 3	10404	10788	11184	11592	12012	12456	12912	13380	13872	14388	14916	15480	16068	16668	17292
RANGE 4	11184	11592	12012	12456	12912	13380	13872	14388	14916	15480	16068	16668	17292	17940	18612
RANGE 5	12012	12456	12912	13380	13872	14388	14916	15480	16068	16668	17292	17940	18612	19308	20052

GROUP II (11-Month Personnel)

EFFECTIVE: March 1, 1975

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RANGE 1	10572	10956	11352	11748	12168	12624	13080	13548	14040	14556	15084	15648	16236	16824	17448
RANGE 2	11352	11748	12168	12624	13080	13548	14040	14556	15084	15648	16236	16824	17448	18096	18780
RANGE 3	12168	12624	13080	13548	14040	14556	15084	15648	16236	16824	17448	18096	18780	19476	20208
RANGE 4	13080	13548	14040	14556	15084	15648	16236	16824	17448	18096	18780	19476	20208	20976	21768
RANGE 5	14040	14556	15084	15648	16236	16824	17448	18096	18780	19476	20208	20976	21768	22596	23448

UNIVERSITY OF HAWAII SALARY SCHEDULE A-3
MANOA AND HILO CAMPUSES

GROUP I (9-Month Instructional Personnel)

EFFECTIVE: July 1, 1975

STEP	1	2	3	4	5	6	7	8	A	B	C	D
RANK 2	9732	10080	10428	10800	11184	11592	12024	12456	12912	13392	13884	14388
RANK 3	12024	12456	12912	13392	13884	14388	14916	15468	16044	16644	17268	17916
RANK 4	15468	16044	16644	17268	17916	18588	19284	20004	20760	21552	22368	23220
RANK 5	20004	20760	21552	22368	23220	24108	25020	25980	26976	28020	29100	30216

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GROUP II (11-Month Instructional, Research and Specialist Personnel)

EFFECTIVE: July 1, 1975

STEP	1	2	3	4	5	6	7	8	A	B	C	D
RANK 2	11364	11772	12192	12636	13092	13560	14052	14568	15096	15648	16212	16824
RANK 3	14052	14568	15096	15648	16212	16824	17448	18096	18756	19464	20184	20940
RANK 4	18096	18756	19464	20184	20940	21732	22548	23400	24288	25200	26160	27156
RANK 5	23400	24288	25200	26160	27156	28200	29280	30396	31560	32772	34032	35352

UNIVERSITY OF HAWAII SALARY SCHEDULE A-3
MANOA AND HILO CAMPUSES

GROUP III (11-Month County Extension Agents and County Home Economists)

EFFECTIVE: July 1, 1975

STEP	1	2	3	4	5	6	7	8	A	B	C	D
RANK 1	8952	9276	9588	9912	10260	10608	10980	11364	11772	12192	12636	13092
RANK 2	9912	10260	10608	10980	11364	11772	12192	12636	13092	13560	14052	14568
RANK 3	12192	12636	13092	13560	14052	14568	15096	15648	16212	16824	17448	18096
RANK 4	14568	15096	15648	16212	16824	17448	18096	18756	19464	20184	20940	21732

UNIVERSITY OF HAWAII SALARY SCHEDULE C-3
COMMUNITY COLLEGES

GROUP I (9-Month Personnel)

EFFECTIVE: July 1, 1975

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RANGE 1	9732	10080	10428	10800	11184	11592	12024	12456	12912	13392	13884	14388	14916	15468	16044
RANGE 2	10428	10800	11184	11592	12024	12456	12912	13392	13884	14388	14916	15468	16044	16644	17268
RANGE 3	11184	11592	12024	12456	12912	13392	13884	14388	14916	15468	16044	16644	17268	17916	18588
RANGE 4	12024	12456	12912	13392	13884	14388	14916	15468	16044	16644	17268	17916	18588	19284	20004
RANGE 5	12912	13392	13884	14388	14916	15468	16044	16644	17268	17916	18588	19284	20004	20760	21552

GROUP II (11-Month Personnel)

EFFECTIVE: July 1, 1975

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RANGE 1	11364	11772	12192	12636	13092	13560	14052	14568	15096	15648	16212	16824	17448	18096	18756
RANGE 2	12192	12636	13092	13560	14052	14568	15096	15648	16212	16824	17448	18096	18756	19464	20184
RANGE 3	13092	13560	14052	14568	15096	15648	16212	16824	17448	18096	18756	19464	20184	20940	21732
RANGE 4	14052	14568	15096	15648	16212	16824	17448	18096	18756	19464	20184	20940	21732	22548	23400
RANGE 5	15096	15648	16212	16824	17448	18096	18756	19464	20184	20940	21732	22548	23400	24288	25200

ARTICLE XXI, DURATION

A. Except as provided in Article XX, Salaries, this Agreement shall be effective from the date of execution hereof to and including the 30th day of June, 1977; provided, however, that during the month of September, 1975 either party may request reopening of the Agreement for negotiation of Article XX, Salaries, and of five (5) non-cost items each on negotiable subject matter not specifically covered in the Agreement. Negotiations shall commence within thirty (30) days after the request is made.

B. Notwithstanding Article XVII, No Strike or Lockout, either party shall have the right to invoke all impasse procedures available under Section 89-11, Hawaii Revised Statutes, including the right to strike or lockout in the event of failure of the parties to reach agreement during the reopener.

C. Negotiations for renewal hereof shall begin on the 1st day of September 1976, or as soon thereafter as possible, but not later than the 1st day of October 1976.

In Witness Whereof, the parties hereto, by their authorized representatives, have executed this Agreement this 18th day of March 1975.

State of Hawaii

By: _____
Its Governor

Board of Regents,
University of Hawaii

By: _____
Chairperson

_____
President

University of Hawaii
Professional Assembly

By: _____

Amendment of Agreement
Between
The University of Hawaii Professional Assembly
and
The University of Hawaii
April 8, 1976

This Memorandum of Agreement by and between the State of Hawaii, and the Board of Regents of the University of Hawaii, hereinafter referred to as the University, and the University of Hawaii Professional Assembly, hereinafter referred to as the Assembly, constitutes the basis of agreement on all the reopener items to the existing agreement between the Employer and the Assembly.

It is understood that unless otherwise modified by this Memorandum of Agreement, the terms and conditions of the existing Collective Bargaining Agreement between the Employer and the Assembly effective as of March 18, 1975, to and including the 30th day of June 1977, shall remain unchanged.

ARTICLE XX, SALARIES, shall be amended to read as follows:

A. **Salary Schedules.**

Subject to the approval of the Legislature of the State of Hawaii, University of Hawaii Salary Schedules A-3, Manoa and Hilo Campuses, and Salary Schedule C-3, Community Colleges which became effective July 1, 1975 shall be adjusted in the manner set forth below and in accordance with the salary schedules attached hereto.

1. Salary Schedules A-4 and C-4 shall be established effective July 1, 1976 by increasing each step in each rank and range of Salary Schedules A-3 and C-3 by three and three fourths percent (3.75%) and then adding a flat amount of $712 and $833 to the annual rate of all nine-month and eleven-month schedules respectively.

   It is understood that this increase is in lieu of annual increments and advancement to special steps A, B, C & D and that there shall be no annual increments or advancements to special steps A, B, C & D granted during the period July 1, 1976 to June 30, 1977 (except as provided for in Section B), and such period shall not be counted as service creditable for annual increments and advancement to special steps A, B, C & D.

a. Except as provided below, all eligible Faculty whose salaries are paid on the basis of a particular range and step of Salary Schedules A-3 and C-3 shall be placed on the corresponding rank or range and step of the new Salary Schedules A-4 and C-4 respectively, as of the effective date provided above. Faculty whose base salaries are off-step or over-schedule shall receive the same salary increase as provided above.

b. Faculty whose salaries are funded from sources other than the general revenues of the State of Hawaii shall be placed on the corresponding rank or range and step of the new salary schedules upon the effective date, provided that the particular contract, grant, special or other fund or account has funds available to pay for the increase, and the utilization of the funds for that purpose does not violate the terms of the particular contract, grant, special or other funds. If funds are not available to provide the increases on the effective date specified above, then the increases shall be implemented when funds become available. If there is a dispute between a Faculty Member and an Administrative official as to whether funds are available, the dispute shall be referred to the Director of Administration for resolution.

2. Before the adjustment specified in item 1 above, the rates for Rank 5—Group III (11-month County Extension Agents & County Home Economists) of University of Hawaii Salary Schedule A-3, Manoa and Hilo Campuses shall be as follows:

STEP	1	2	3	4	5	6
Rank 5	16824	17448	18096	18756	19464	20184
STEP	**7**	**8**	**A**	**B**	**C**	**D**
Rank 5	20940	21732	22548	23400	24288	25200

B. **Merit Increases.**

1. Merit awards in the amount of $216,936 shall be made available from the general fund. Subject to availability of funds, an amount not to exceed $25,200, shall be made available to those faculty members paid from all other funding sources. Those funds shall be allocated in direct proportion to the payrolls for each of the following:

University of Hawaii at Manoa
University of Hawaii at Hilo
West Oahu College
Community Colleges
(including Hawaii Community College)

2. Merit awards within each organizational structure shall be competitive for eligible faculty members. All faculty are eligible to apply for, or may be nominated for an award, except those at or above Step D of any rank, or at or above Step 15 of any range, or on the medical school clinical faculty salary scale. Faculty whose salary is between steps are eligible to apply for, or may be nominated for an award, to place them on a regular step in range or rank.

3. Merit awards will normally be for one increment.

4. Criteria for determining the most meritorious faculty within each organizational structure shall be established by the appropriate Chancellor or his designee, and published.

5. The procedures for determining the most meritorious faculty within each organizational structure shall be determined by consultation between the Administration and UHPA as prescribed in Chapter 89, Hawaii Revised Statutes. The procedures shall include the use of one or more faculty committees.

6. The effective date for a merit award will be 7/1/76, although the results of the review process may not be complete until after that date. In this event the award will be retroactive to 7/1/76.

C. **Eligibility.**

1. Faculty members who resign or are terminated for any reason prior to September 1, 1976 shall not be entitled to the salary increases stated in this article. Faculty members who retire from state service prior to September 1, 1976 shall be entitled to the increases stated herein.

D. **Lecturer Fee Schedule.**

Effective September 1, 1976, lecturers and resident instructional personnel for the Continuing Education and Summer Session programs and the Community Colleges (abbreviated "C"), shall be paid on a credit hour basis, in accordance with the following rates. In the case of lecturers who do not carry a University classification or academic rank, an equivalence basis shall be used:

Classification Grade	Rate Per Credit Hour Effective Sept. 1, 1976
I, R, S, A-2, C-1, C-2	$352
I, R, S, A-3, C-3, C-4	429
I, R, S, A-4, C-5	483
I, R, S, A-5	557

Fees shall be paid on the basis of the policies and rates in effect on the campus where the course is taught.

E. **Non-Credit Fee Schedule for Community Colleges.**

Personnel engaged in non-credit instruction in the Community Colleges shall be paid $10 per contact hour.

COMMUNITY COLLEGES' SALARY SCHEDULE
GROUP I (Academic Year Instructional Personnel)

(EFFECTIVE: July 1, 1976)

RANGE	STEP:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	ANN	10812	11172	11532	11916	12312	12744	13188	13632	14112	14604	15120	15636	16188	16764	17352
	MON	901	931	961	993	1026	1062	1099	1136	1176	1217	1260	1303	1349	1397	1446
2	ANN	11532	11916	12312	12744	13188	13632	14112	14604	15120	15636	16188	16764	17352	17976	18624
	MON	961	993	1026	1062	1099	1136	1176	1217	1260	1303	1349	1397	1446	1498	1552
3	ANN	12312	12744	13188	13632	14112	14604	15120	15636	16188	16764	17352	17976	18624	19296	19992
	MON	1026	1062	1099	1136	1176	1217	1260	1303	1349	1397	1446	1498	1552	1608	1666
4	ANN	13188	13632	14112	14604	15120	15636	16188	16764	17352	17976	18624	19296	19992	20724	21468
	MON	1099	1136	1176	1217	1260	1303	1349	1397	1446	1498	1552	1608	1666	1727	1789
5	ANN	14112	14604	15120	15636	16188	16764	17352	17976	18624	19296	19992	20724	21468	22248	23076
	MON	1176	1217	1260	1303	1349	1397	1446	1498	1552	1608	1666	1727	1789	1854	1923

COMMUNITY COLLEGES' SALARY SCHEDULE
GROUP II (11-Months Instructional Personnel With Administrative Duties)

(EFFECTIVE: July 1, 1976)

RANGE	STEP:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	ANN	12624	13044	13488	13944	14412	14904	15408	15948	16500	17064	17652	18288	18936	19608	20292
	MON	1052	1087	1124	1162	1201	1242	1284	1329	1375	1422	1471	1524	1578	1634	1691
2	ANN	13488	13944	14412	14904	15408	15948	16500	17064	17652	18288	18936	19608	20292	21024	21768
	MON	1124	1162	1201	1242	1284	1329	1375	1422	1471	1524	1578	1634	1691	1752	1814
3	ANN	14412	14904	15408	15948	16500	17064	17652	18288	18936	19608	20292	21024	21768	22560	23376
	MON	1201	1242	1284	1329	1375	1422	1471	1524	1578	1634	1691	1752	1814	1880	1948
4	ANN	15408	15948	16500	17064	17652	18288	18936	19608	20292	21024	21768	22560	23376	24228	25116
	MON	1284	1329	1375	1422	1471	1524	1578	1634	1691	1752	1814	1880	1948	2019	2093
5	ANN	16500	17064	17652	18288	18936	19608	20292	21024	21768	22560	23376	24228	25116	26028	26976
	MON	1375	1422	1471	1524	1578	1634	1691	1752	1814	1880	1948	2019	2093	2169	2248

UH MANOA AND HILO CAMPUSES' SALARY SCHEDULE
GROUP I (9-Months Instructional Personnel)

(EFFECTIVE: July 1, 1976)

	REGULAR SCHEDULE								SPECIAL STEPS			
RANK	1	2	3	4	5	6	7	8	A	B	C	D
2-Instructor												
ANN	$10812	$11172	$11532	$11916	$12312	$12744	$13188	$13632	$14112	$14604	$15120	$15636
MON	901	931	961	993	1026	1062	1099	1136	1176	1217	1260	1303
3-Assistant Professor												
ANN	13188	13632	14112	14604	15120	15636	16188	16764	17352	17976	18624	19296
MON	1099	1136	1176	1217	1260	1303	1349	1397	1446	1498	1552	1608
4-Associate Professor												
ANN	16764	17352	17976	18624	19296	19992	20724	21468	22248	23076	23916	24804
MON	1397	1446	1498	1552	1608	1666	1727	1789	1854	1923	1993	2067
5-Professor												
ANN	21468	22248	23076	23916	24804	25728	26676	27672	28704	29784	30900	32064
MON	1789	1854	1923	1993	2067	2144	2223	2306	2392	2432	2575	2672

UH MANOA AND HILO CAMPUSES' SALARY SCHEDULE
GROUP II (11-Months Instructional, Research and Specialist Personnel)

(EFFECTIVE: July 1, 1976)

	REGULAR SCHEDULE								SPECIAL STEPS			
RANK	1	2	3	4	5	6	7	8	A	B	C	D
2-Instructor, Junior Researcher or Junior Specialist												
ANN	$12624	$13044	$13488	$13944	$14412	$14904	$15408	$15948	$16500	$17064	$17652	$18288
MON	1052	1087	1124	1162	1201	1242	1284	1329	1375	1422	1471	1524
3-Assistant Professor, Researcher or Specialist												
ANN	15408	15948	16500	17064	17652	18288	18936	19608	20292	21024	21768	22560
MON	1284	1329	1375	1422	1471	1524	1578	1634	1691	1752	1814	1880
4-Associate Professor, Researcher or Specialist												
ANN	19608	20292	21024	21768	22560	23376	24228	25116	26028	26976	27972	29004
MON	1634	1691	1752	1814	1880	1948	2019	2093	2169	2248	2331	2417
5-Professor, Researcher or Specialist												
ANN	25116	26028	26976	27972	29004	30096	31212	32364	33576	34836	36144	37512
MON	2093	2169	2248	2331	2417	2508	2601	2697	2798	2903	3012	3126

UH MANOA AND HILO CAMPUSES' SALARY SCHEDULE
GROUP III (11-Months County Extension Service Agents)

(EFFECTIVE: July 1, 1976)

	REGULAR SCHEDULE								SPECIAL STEPS			
RANK	1	2	3	4	5	6	7	8	A	B	C	D
2-Junior Extension Agent												
ANN	$11112	$11472	$11844	$12228	$12624	$13044	$13488	$13944	$14412	$14904	$15408	$15948
MON	926	956	987	1019	1052	1087	1124	1162	1201	1242	1284	1329
3-Assistant Extension Agent												
ANN	13488	13944	14412	14904	15408	15948	16500	17064	17652	18288	18936	19608
MON	1124	1162	1201	1242	1284	1329	1375	1422	1471	1524	1578	1634
4-Associate Extension Agent												
ANN	15948	16500	17064	17652	18288	18936	19608	20292	21024	21768	22560	23376
MON	1329	1375	1422	1471	1524	1578	1634	1691	1752	1814	1880	1948
5-County Extension Agent												
ANN	18288	18936	19608	20292	21024	21768	22560	23376	24228	25116	26028	26976
MON	1524	1578	1634	1691	1752	1814	1880	1948	2019	2093	2169	2248

In Witness Whereof, the parties hereto, by their authorized representatives, have executed this Agreement this _____ day of April 1976.

State of Hawaii

By: _____
Its Governor

_____

_____

_____

Board of Regents
University of Hawaii

By: _____
Vice Chairperson

_____
President

_____

University of Hawaii
Professional Assembly

By: _____
President

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UNIVERSITY OF CALIF.
LOS ANGELES

DEC 10 1976

CLEARINGHOUSE FOR
JUNIOR COLLEGES